



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7
25 FUNSTON ROAD
KANSAS CITY, KANSAS 66115

Rose, Martha
1100980633067
11

May 20, 1986

MEMORANDUM

5-20-86
078D

SUBJECT: Rose Chemical Spill - Holden, Missouri

FROM: George Hess *GHH*
FIRE/EP&R/ENSV

TO: Charles P. Hensley
Chief, EP&R/ENSV

On Monday, May 19, 1986, I accompanied Bob Jackson, EPA/TOXICS and Bob Fine, EPA/TAT, to the Rose Chemical facility in Holden, Missouri. The purpose of the trip was to investigate the reported PCB oil spill into a creek south and west of the facility, which is a tributary of East Pin Oak Creek. The initial spill was reported by ETI (Ken Colinsky) to Art Spratlin (EPA) on Tuesday, May 13, 1986. EPA/EP&R was notified through MDNR of the spill on Friday, May 16, 1986, when oil was discovered in the creek by a neighbor who reported it to Tony Lerda (previously MDNR employee) to Jim McConathy, Kansas City Regional Administrator for MDNR, who happened to be in Holden.

We arrived on site at approximately 1240 hours. An employee of American Steel indicated that we needed to contact ETI concerning the spill. Apparently, American Steel is another subsidiary company which uses the Holden facility owned or leased by Walter C. Carolan. We contacted the ETI labor foreman on site who indicated he had just arrived from New York state the night before and any information would have to come from Steve Kay of ETI in Kansas City (816/931-7060), who presently was out of the office. We left the facility and obtained two sediment and two water samples from a tributary to East Pin Oak Creek in the vicinity of the Holden wastewater treatment plant (approximately 600-1000 feet from the discharge point).

Oily residue can be seen along the creek bank from the discharge point for approximately 1000 yards where the tributary connects to East Pin Oak Creek. An oil sheen was observed at various points along the 1000-foot section. An intermittent sheen can be seen on East Pin Oak Creek near the Holden wastewater treatment plant.

During the spill period, and at the time of the inspection, four steers were grazing on the 10 acres adjacent to the Rose Chemical property owned by Meta Anderson (816/732-4813) and leased to Bill Murphy (816/597-3568).



40024120
SUPERFUND RECORDS

At 1400 hours we returned to the office, signed in and then proceeded to the spill area on the facility grounds. According to Steve Kay, ETI, the spill resulted from a leak in a tanker truck (#T461) located at the west end of the main building. The leak developed in the front compartment and spilled approximately 200-300 gallons of "treated" oil. The oil ran into a catch basin (pond) for the tank farm and into a storm sewer man hole between the catch basin and the loading dock where the trailer was located. Steve Kay indicated that on Tuesday a sample was obtained from the #1 compartment and was analyzed by American Steel Company who has a GC at the Holden facility and indicated the result was 15-20 ppm PCB.

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2. Soil from top of berm at Pond #1 approximately 160 ppm.
3. Oil in creek (taken on Saturday) 90-95 ppm.

Apparently, ETI has signed a site management agreement with Walter C. Carolan (attached), but is not being compensated by Rose Chemical in any way. ETI is in the process of writing a proposal for the cleanup to be funded by the generators who send PCB oil to the Holden facility.

Steve Kay indicated he would send a copy of the spill scenario and sample results concerning the spill to EP&R on May 19 or 20, 1986.

Initially, American Steel had two employees cleaning up the spill on Friday. The ETI took over cleanup with a 3-4 man crew. Friday evening the storm sewer was diverted into a holding pond at the SW corner of the property to prevent PCB-contaminated oil from being discharged into the creek. ETI reported that approximately two inches of rain fell on the site Friday night. ETI is continuing the cleanup at this time.

Attachments

EMERGENCY PLANNING AND RESPONSE

SPILL REPORT FORM

May 16, 86
(Month, Day, Year)

Initials: GBL

Time: 1645

05166 -- 5 -- 1645
Spill Number

Date Closed

Computer

☒ Distribution

☒ Reviewed

REAL SPILL?: Y (Y or N)

REPORTER CODE:

TYPE (X-CODE):

1-Spiller 3-IDVAVM 9-Other EPA 13-ES Other
2-NRC 6-NDEC 10-MO Other 14-Other Fed.
3-DECO 7-KDHE 11-IA Other 15-ANON
4-NDEH 8-Priv. Citizen 12-NE Other 16-EPA

Petroleum	Trans	Fixed fac.	Other
1	1	2	3
4	4	5	6
7	7	8	9
10	10	11	12

If OTHER give
(Name, Addr. etc.)

OTHER: Dean Martin / MDR

>>>>RESPONSIBLE PARTY INFORMATION<<<<

COMPANY: Rose Chemical Company CONTACT NAME:

STREET: Holden Mo CITY/COUNTY:

STATE: ZIP: TELEPHONE - AREA CODE: 7 DIGIT NO:

>>>>SPILL INFORMATION<<<<

INCIDENT TYPE: 1-Motor Veh. 4-Pipeline 7-Ug Tank 10-Other PROJECT NO:
2-Rail 5-Aircraft 8-Discharge 11-From Fire
3-Marine 6-Tank 9-Fixed Fac. 12-Air Release

SPILL DATE: MAY 15 1986 TIME: UNKN DISCOVERY DATE: MAY 16 1986 TIME:

SPILL LOCATION: At the Rose Chemical Company

SPILL CITY: Holden SPILL COUNTY: Johnson STATE: MO

PRIMARY
MATERIAL SPILLED:

1-PCB	9-Waste Oil	17-Fertilizer	25-Other
2-Dioxin	10-Other Oil	18-Metals	26-Unknown
3-Crude Oil	11-Petrol. Solvents	19-Acids	27-Radiological
4-Gasoline	12-Naptha	20-Org. Solvents	28-Brine
5-Diesel Oil	13-Mineral Spirits	21-Caustics	29-Sewage
6-Other Distillate Fuel	14-Agric. Chemicals	22-Alcohol	99-NOT A SPILL
7-Asphalt or Other Resid.	15-Herbicides	23-Amine	
8-Animal or Vegetable Oil	16-Insecticides	24-Aldehyde	

EXACT OR OTHER
MATERIAL NAME: PCB / oil

AMOUNT SPILLED
(- > < if needed): UNKN UNIT CODE:

1-Gallons	4-Tons	7-PPM
2-Pounds	5-Sbeen	8-Pint
3-Barrels	6-Unknown Qty	9-Quart

AMT. OF MATL. RECOVERED: HOURS SPENT:

>>>>DESCRIPTION OF SPILL<<<<

DESCRIPTION
OF SPILL FOR
COMPUTER ENTRY:

Company has had a spill or discharge
into a tributary of Pin Oak Creek
material threatens Blackwater
river material tested positive
for PCB (chlor-n-oil)

*** ANSWER THE FOLLOWING QUESTIONS - Y = YES / N = NO / U = UNKNOWN

Was Oil Involved?: Yes

Was Material Hazardous?: Yes (PCB)

Was There a Waterway Discharge?: Yes

IF SO-Insert WATER-CODE: 3

Was There a Waterway Threatened?:

IF SO-Insert WATER-CODE:

VALID WATER CODES:

1-River 4-Storm Sewer 7-Pond 10-Reservoir
2-Stream 5-Sanitary Sewer 8-Ditch 11-Canal
3-Creek 6-Lake 9-Ground Water

Was State Notified?: Yes

RESPONDING AGENCY:

1-EPA/EPA	6-EPA/MDNR	11-EHS/CDC	16-OSHA	21-County
2-EPA/TAT	7-EPA/IDVAM	12-IDVAM	17-PEMA	22-State Fire Marshal
3-EPA/ARHM	8-EPA/NDEC	13-NDEC	18-Local Health	23-NONE
4-EPA/PEST	9-EPA/KDHE	14-KDHE	19-Local Fire	24-State Conservation
5-EPA/EMPC	10-MDNR	15-USCO	20-Local Police	25-Other

Did State Investigate?: Yes

Was EPA on Scene?: Yes (TAT)

AND DAVID RAMSEY
(EPA-TSCA)

>>>>RESOLUTION SECTION<<<<

RESOLUTION TYPE CODE:

1-Pending
2-Closed

RESOLUTION DATE: / /

DATE STATE RESPONSE RECEIVED: / /

RESPONSE TYPE CODE:

1-Phys. Removed 5-Diluted 9-Other
2-Neutralized 6-Biodegraded 10-Unknown
3-Stabilized 7-Recycle 11-Pending
4-Incinerated 8-No Cleanup 12-Monitoring

>>>>DESCRIPTION OF RESPONSE<<<<

DESCRIPTION OF
RESPONSE FOR
COMPUTER ENTRY:

TAT (FINE) INDICATED THAT
THE COMPANY WAS TAKING
ACTION

NOTIFICATIONS: Name, Org., Date, Time, Phone

MDNR - Dean Martin There has been
an earlier spill report this date.

ADDITIONAL INFORMATION:

Environmental Technology Inc (ETI) (A different ETI
than the historic ETI of Kansas City) is cleaning
up spill for Tim Carlson of Fore Chemical.
Company needs to sample and possibly
do some excavation.

WASTE REMOVAL, SITE CLEAN UP, AND SITE MANAGEMENT AGREEMENT

AGREEMENT made this 8TH day of May, 1986 by and between MARTHA C. ROSE CHEMICALS, INC., a Missouri corporation with its principal office in Kansas City, Missouri (hereinafter called "Rose Chemicals") and ENVIRONMENTAL TECHNOLOGY, INC., a Delaware corporation, with its principal office in the City of North Tonawanda, New York (hereinafter called "ETI").

W I T N E S S E T H :

WHEREAS, Rose Chemicals leases and operates a waste disposal facility at or near Holden, Missouri; and

WHEREAS, ETI is presently engaged in the hazardous waste management field and provides services to industry for such purposes, such as developing a waste management plan and providing environmental technical assistance; and

WHEREAS, Rose Chemicals is desirous of retaining the services of ETI to manage and accomplish the removal of waste presently contained in its said Holden facility and to provide site clean up work at such Holden facility as required by the EPA and Missouri Department of Natural Resources.

NOW, THEREFORE, in consideration of premises and of the mutual promises herein contained, Rose Chemical and ETI agree as follows:

1. Rose Chemicals agrees to allow ETI to manage, supervise, control and accomplish the removal of all hazardous waste from its said Holden facility, and to provide and accomplish site clean up at said Holden facility with the following understandings:

- a. All such waste shall be removed and sent to an appropriate and lawful disposal facility, i.e., EPA approved secure landfills and/or EPA approved incinerators. Alternate disposal means (treatment facilities) shall not be used.
- b. Such site clean up shall be performed to the applicable minimum EPA standards or minimum Missouri Department of Natural Resources standards, whichever is more stringent.

- c. Further said use of said Holden facility as a hazardous waste or toxic waste facility shall be thoroughly investigated by ETI, and results of the investigation shall be furnished to Rose Chemicals in writing.
- d. As part of the clean up all equipment on the premises designated by Rose shall be decontaminated to EPA and O.S.H.A. standards and so certified by ETI.

2. ETI shall make all management decisions and perform all work, and provide all equipment and materials, regarding:

- a. Sorting, testing, performing the inventory, and classifying the waste materials prior to loading on transportation vehicles;
- b. Providing transportation of the waste materials from said Holden facility to such permitted disposal facilities as it may select pursuant to 1a above;
- c. Providing the necessary labor and supervision to conduct the inventory, testing, classification, sorting, and preparation for loading and loading onto transportation vehicles; and
- d. ETI will assume the day to day management, operation and maintenance of the said Holden facility and site.

3. All labor undertaken or sub contracted shall be under the guidelines established by O.S.H.A.. ETI shall so manage and perform its work under this agreement to comply with all applicable federal, state, and local legal requirements, regulations, and standards (including, without limitation, the provisions of the a NPDES permit attached hereto as "Exhibit A").

4. ETI will absorb all of the costs of payment of its personnel as well as utilities, telephone service, insurance and all other costs incurred in performing this agreement. Rose Chemicals shall receive no monetary compensation from ETI under this agreement.

5. Rose Chemicals shall provide ETI access to those of its books and records, manifests and invoices necessary for ETI to determine the source from which the waste material was generated. Rose shall provide access to ETI to the site of the said Holden facility to perform the work called for under this Agreement.

6. ETI shall have the responsibility, authority and obligation to contact each generator of the waste material in order to negotiate the identification of the waste material belonging to the generator and assisting in its removal to the disposal facility mentioned in 1a above. ETI understands that while it is being granted an exclusive right by Rose Chemicals to contact each generator, Rose Chemicals does not warrant or guarantee that any generator will use ETI in the removal of said generator's waste material.

7. ETI will keep Rose Chemicals informed of all contracts or transactions involving site cleanup or generators. ETI shall on request provide Rose Chemicals a copy of any written documents pertaining to any such contract or transaction during the term of this agreement and for five years thereafter. ETI is aware that an annual report must be prepared for the said Holden facility and that ETI will prepare this document and Rose Chemical will cooperate with ETI and ETI's preparation thereof.

8. It is agreed that ETI is an independent contractor and is not in any way to be considered an employee, agent or subcontractor of Rose Chemicals; that it is acting independently from Rose Chemicals and is not subject to any supervision or management from Rose Chemicals.

9. This agreement shall take effect immediately. Except as otherwise herein provided, ETI shall commence performance of this Agreement immediately. ETI's performance of the waste removal and site clean-up work provided for in this Agreement shall not commence until and unless a consent order is issued by EPA (or other written permission is given by the EPA Region VII Administrator or by the regional counsel of EPA Region VII.) providing for the waste removal and/or clean-up work required at the said Holden facility. Anything herein to the contrary notwithstanding, this Agreement may be terminated by ETI for any reason or for no reason within 90 days of the date of execution. After the initial 90 days from contract execution this contract may not be cancelled by ETI for any reason. Anything herein to the contrary notwithstanding, this agreement may be terminated by Rose Chemicals for any reason or for no reason upon 120 days advance written notice given at any time by Rose Chemicals to ETI. In the absence of such notification, this agreement shall continue in effect until all the hazardous waste at the said Holden facility is removed by ETI and disposed of hereunder and until the said clean up is completed and certified by ETI as complying with the legal standards applicable hereunder. For purposes of any notification required or permitted under this Agreement, the following addresses of ETI and Rose Chemicals shall be used:

Environmental Technology, Inc.
84 Sweeney Street
North Tonawanda, NY 14120

Rose Chemicals
2459 Charlotte St.
Kansas City, MO 64108

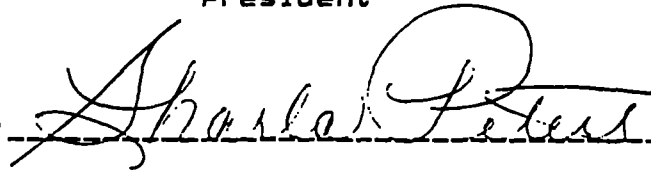
IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective on the day and year first above written.

MARTHA C. ROSE CHEMICALS, INC.

BY: _____



Walter C. Carolan
President

WITNESS: _____

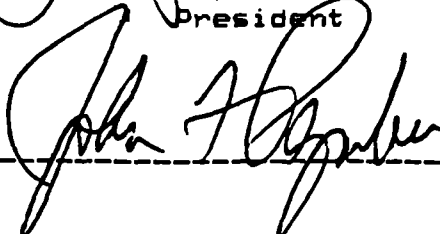


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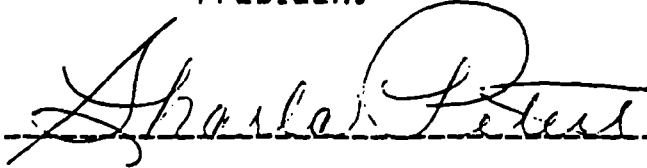
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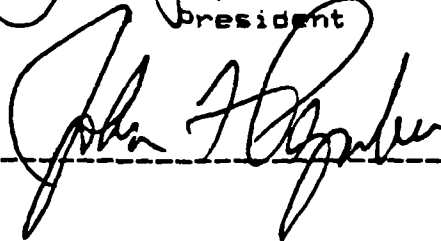


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May 20, 1986

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CH:AT 5/20/86

FIRE
GKH

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Rdm

EP&R
Hensley

ENSV
5/20/86

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